

IN THE UNITED STATES COURT
FOR THE WESTERN DISTRICT OF TEXAS
PECOS DIVISION

Cody Champagne on behalf of himself and
others similarly situated
Plaintiff

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Civil Action No.
4:19-cv-00028-DC-DF

V.

Reata Restaurants Inc. and Reata
Restaurants Management Co. LLC,
Defendants

DECLARATION OF CATHY SNODDY

Pursuant to 28 U.S.C. § 1746, I hereby declare as follows:

1. My name is Cathy Snoddy. I am of sound mind, capable of making this Declaration and personally acquainted with the facts stated herein. I am over the age of 18 years and have never been convicted of a felony or any crime of moral turpitude. I am also competent to testify to the matters contained in this Declaration. Every statement made in this Declaration is made on my personal knowledge and is true and correct.

2. I am the Registered Agent for and Secretary of Reata Restaurants, Inc. and Reata Restaurants Management Co., LLC.

3. Reata Restaurants Inc. is the parent company of and owns 100% of Reata Restaurants Management Co., LLC. See Exhibit A.

4. The business address and headquarters for Reata Restaurants Management Co., LLC and Reata Restaurants Inc., defendants in the above-referenced case, is 1401 North Bowie Drive, Weatherford, Texas 76086.

5. Reata Restaurants Management Co., LLC operates two restaurants in Texas; one restaurant is in Fort Worth and one restaurant is in Alpine.

6. Reata Restaurants Management Co., LLC is the current and former employer for Plaintiff and Opt-In Plaintiffs, who were either servers or bartenders at the Fort Worth restaurant. Neither Plaintiff, nor any of the Opt-In Plaintiffs have worked at the Alpine restaurant.

7. Reata Restaurants Inc. does not employ any workers for the Fort Worth or Alpine restaurants. It did not employ Plaintiff or any of the Opt-In Plaintiffs.

8. Reata Restaurants Management Co., LLC, the employer of Plaintiff and Opt-In Plaintiffs, implemented an alternative dispute resolution program called the Behavioral Standards for Employment Dispute Resolution (the "Employment Dispute Resolution Program" or "Program"). A true and correct copy of the Program booklet is attached to this Declaration as Exhibit B.

9. Potential employees of the Fort Worth restaurant, including Plaintiff and Opt-In Plaintiffs, are notified of the Program and arbitration requirement in their Employment Application. Above the applicant's signature is the following statement:

PLEASE READ CAREFULLY

I understand that the employer has implemented the REATA Restaurant Behavioral Standards for Employment Dispute Resolution, an alternate dispute resolution program that the employer and all of its employees must use to resolve employment-related disputes. I understand that participation in this program is a mandatory condition of my employment and that I agree to comply with this program by becoming employed with the employer at any time on or after January 1, 2002.

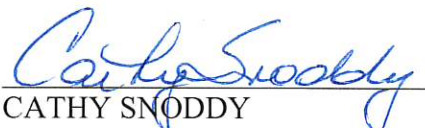
I understand that by completing and submitting this application for employment with REATA Restaurant. I understand and agree that REATA (the "COMPANY") has a Dispute Resolution Plan, which is incorporated by reference in this application. This Plan is the required and exclusive way for applicants, Employees and the Company to resolve any and all disputes. I agree to resolve any dispute between the Company and me arising out of this application or, if the Company hires me, out of my employment, through the Dispute Resolution Plan, which includes binding arbitration as a final step.

True and correct copies of the Employment Applications wherein Plaintiff and Opt-In Plaintiffs agreed to arbitration are attached to this Declaration as Exhibit C¹.

10. Every employee of Reata Restaurants Management Co., LLC receives a copy of the Program booklet.² Plaintiff and the Opt-In Plaintiffs all executed a Dispute Resolution Program Receipt acknowledging their receipt of the Program and agreement to comply with it. True and correct copies of the Receipts are attached to this Declaration as Exhibit D.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on this 25th day of July 2019.


CATHY SNODDY

¹ Reata reserves the right to supplement, and will supplement as is necessary, should additional opt-ins be added between time of signature and date of submission.

² Employees who applied for work at Reata before electronic applications were utilized received a paper copy. Employees who applied for work at Reata after electronic applications were utilized received access to a digital copy.